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Attorney Docket No. ICOR-004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventors: Michael Tari, et al.

Serial No.: 10/014,864

Examiner: Unknown

Filed: 12/11/2001

Group Art Unit: Unknown

For: Method and System for Requesting Prices for
Electronic Trading of Financial Investments

DECLARATION IN SUPPORT OF PETITION UNDER 37 CFR 1.47(a)

Address to:

Commissioner for Patents and Trademarks
Washington, D.C. 20231

I, Jeffery Larsen, declare as follows:

I have reviewed and understood the contents of the above-identified invention, including the claims, and believe that Angelo Toglia, Neil Chriss, Michael Tari, Christopher Dias, Darius Gagne, Michiya Handa and I are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought in the above-identified U.S. Patent application.

On information and belief, Michael Tari, Christopher Dias, Darius Gagne, and Michiya Handa are presently unwilling to sign the above-identified application, and therefore I am submitting this declaration on their behalf.

The last known address for Michael Tari is 431 West 44th Street, Apt. 3, New York, NY 10036. On information and belief Mr. Tari is a US citizen.

The last known address for Christopher Dias is 138 Overlook Terrace, Bloomfield, NJ 07003. On information and belief Mr. Dias is a citizen of Canada.

The last known address for Darius Gagne is 10358 Mississippi Avenue, Los Angeles, CA 90025. On information and belief Mr. Gagne is a US citizen.

The last known address for Michiya Handa is 121 East 12th Street, Apt. 3C, New York, NY 10003. However, Mr. Handa is now believed to be living in Japan

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and working for Shinsei Trust & Banking, 1-8 Uchi-saiwai-cho 2 chome, 7th Floor, Chiyod-ku, Tokyo. On information and belief Mr. Handa is a US citizen.

As detailed in the declaration of Ms. Susan Hinko, on or about March 25, 2002, copies of the above-identified application along with corresponding declarations were forwarded to the last known addresses of Michael Tari, Christopher Dias, Darius Gagne and Michiya Handa by certified mail. The certified mail packages for Mssrs. Dias and Handa were signed for and delivered. The certified mail packages for Mssrs. Tari and Gagne were returned. On April 24, 2002, a second copy of the application along with a second copy of the declaration were forwarded to Darius Gagne via regular mail at his request. Mr. Tari informed Ms. Hinko that he was not available.

As of the date below, we have not received the executed papers from Mssrs. Tari, Dias, Gagne or Handa.

Mssrs. Tari, Dias, Gagne and Handa were previously employed at ICOR Brokerage, Inc. ("ICOR") and each entered into employment agreements with ICOR, attached as Exhibits A – D, pursuant to which each said inventor agreed to assign inventions made during employment to ICOR. The above-identified invention was made by the named inventors while each were employed by ICOR. As of January 22, 2001, February 28, 2001, April 6, 2001, and June 7, 2001, Mssrs. Tari, Dias, Gagne and Handa, respectively, are no longer employed at ICOR.

I acknowledge a duty to disclose information which is material to the examination of this application in accordance with 1.56(a).

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated August 21, 2002.

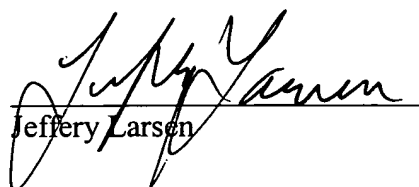

Jeffery Larsen

Exhibit A
Employment Agreement of Mr. Tari

NON-DISCLOSURE AGREEMENT

AGREEMENT, dated the date set forth at the foot of this Agreement, by and between ICor Brokerage Inc. , a Delaware corporation ("Employer"), and MICHAEL J. TAYLOR the undersigned natural person ("Employee").

Preliminary Statement

Employer is engaged in the business of providing on-line business to business brokerage services relating to financial instruments and products primarily between banks and investment banks.

Employee is or will be an employee of Employer.

Employee has been informed by Employer, and understands, that as a result of substantial effort and expense on the part of Employer, Employer has developed and maintained and now owns, and Employer will develop, maintain and own, valuable trade secrets and confidential business information, including, without limitation, business records and plans, financial statements, customer lists and records, technical information, products, inventions, pricing and cost structure, computer programs and listings (including source code and object code), as well as valuable business contacts and relationships to which Employee has and/or will have access in the course of Employee's employment by Employer. Such trade secrets, confidential business information, contacts and relationships are hereinafter referred to as "Confidential Information" and shall be treated as Confidential Information hereunder whether or not the document, material, format or medium in which they are embodied is stamped or marked "confidential" or bears some other indicia of confidentiality. Moreover, Employer has devoted and/or will be devoting substantial efforts and expense to train Employee to perform Employee's employment duties, which has resulted or will in the development by Employee of specialized and valuable skills, knowledge and abilities related to Employer's business. In light of the foregoing, in order to protect Employer's legitimate business interests, including its goodwill with its clients and other employees and the Confidential Information, and as a condition to Employee's employment (or continued employment, as the case may be) with Employer, Employee has agreed to make for the benefit of Employer the covenants and agreements set forth below.

NOW, THEREFORE, AND IN CONSIDERATION OF the employment of the Employee by the Employer, **IT IS AGREED:**

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(a) Confidential Information. Employee acknowledges that Employee has been informed by Employer that it is Employer's policy to maintain as secret and confidential all the Confidential Information. Accordingly, Employee agrees that Employee will not, directly or indirectly, at any time (including after Employee's employment by Employer terminates) divulge, disseminate or disclose any Confidential Information for any purpose (except as specifically authorized by Employer) to any person, firm, corporation or other entity (collectively, "Third Parties"), or use, or cause or authorize any Third Parties to use, any Confidential Information, except as required by law.

(b) Employer's Materials. Employee further agrees that (i) Employee will at no time remove from the premises of Employer or copy, take, transfer, send, upload or download any data, lists, records, drawings or information of any kind or description containing or otherwise relating to any Confidential Information or any document, material, or other tangible or electronic medium (including, but not limited to, paper, computer program, database, printout, blueprint, tape, film, disc, cd, and hard drive) in or on which such data, lists, records, drawings or information may be embodied, stored or viewed other than solely in the performance of Employee's duties for Employer, and (ii) upon the termination of Employee's employment with Employer, Employee shall immediately deliver or cause to be delivered to Employer any and all such documents, materials and other mediums (and all copies thereof) in Employee's possession or under Employer's control.

(c) **Employee's Acknowledgment.** Employee acknowledges that he/she is aware that Employee may be subject to severe criminal penalties (including fines and lengthy imprisonment) under both federal and state law (including, Title 18, Sections 1831, et seq of the United States Code (The Economic Espionage Act of 1996) as well as substantial personal civil liability for (i) stealing, or without Employer's permission, taking, misappropriating or concealing, or by fraud or deception procuring, Confidential Information, or (ii) without Employer's permission, receiving, possessing, altering, destroying, copying, sending, downloading, uploading, or conveying Confidential Information. Employee further acknowledges that any person or entity to whom Confidential Information is given by Employee may also be subject to severe criminal penalties and civil liability.

2. **COVENANT-NOT-TO-COMPETE**

Employee covenants and agrees that, during Employee's employment with Employer and for a period of one (1) year after the date that Employee ceases for any reason to be employed by Employer, Employee shall not, directly or indirectly, (i) sell or provide, or be involved in the sale or provision of, any products or services of the type sold or provided by Employer to any person or entity who is or was a client of Employer at any time during Employee's employment with Employer and for or to whom Employer is performing services or selling products or for or to whom Employer has performed services or sold products at any time during the two-year period ending on Employee's termination of employment, or (ii) in any capacity (including, without limitation, as an owner, director, officer, partner, member, consultant, advisor, lender, employee or agent but excluding passive investments of less than 2% of a publicly traded company) engage in any venture, enterprise, activity or business that provides services or products substantially similar to the products and services offered by Employer.

3. **EMPLOYER'S REMEDIES FOR BREACH OF SECTIONS 1 AND 2**

(a) **Equitable Relief.** In the event of a breach or violation or threatened or imminent breach or violation of any provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall be entitled to temporary, preliminary and permanent injunctions and any other appropriate decree of specific performance or equitable relief (without being required to post bond or other security) from a court of competent jurisdiction in order to prevent, prohibit or restrain any such breach or violation or threatened or imminent breach or violation by Employee.

(b) **Damages.** In the event of a breach or violation of any of the provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall also be entitled to recovery any and all damages and lost profits that it may suffer as a result of such breach or violation, plus the reasonable costs and attorneys fees incurred by Employer in commencing and prosecuting an action or actions to remedy such breach or violation or to otherwise remedy such breach or violation.

4. **REASONABLENESS OF RESTRICTION AND REMEDIES**

(a) **Reasonableness.** Employee acknowledges that any breach or violation of Section 1 or 2 hereof will cause irreparable injury and damage to Employer and that it would be very difficult or impossible to measure all of the damages resulting from any such breach or violation. Employee further acknowledges that Employee has carefully read and considered the provisions of Sections 1, 2 and 3 hereof and, having done so, agrees that the restrictions and remedies set forth in such Sections (including the time period, geographical and types of restrictions imposed) are fair and reasonable and are reasonably required for the protection of the trade secrets, good will and other legitimate business interests of Employer.

(b) **Severability.** Employee understands and intends that each provision and restriction agreed to by Employee in Sections 1, 2 and 3 hereof be construed as separate and divisible from every other Employee NDA

provision and restriction. In the event that any one of the provisions of, or restrictions in, Sections 1, 2 or 3 hereof shall be held to be invalid or unenforceable, and is not reformed by a court of competent jurisdiction (which a court, in lieu of striking a provision entirely, is urged by the parties to do), the remaining provisions and restrictions shall continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions had not been included. In the event that any such provision relating to time period, geographical or type of restriction shall be declared by a court of competent jurisdiction to exceed the maximum or permissible time period, geographical or type of restriction such court deems reasonable and enforceable, said time period, geographical or type of restriction shall be deemed to become and shall then be the maximum time period or geographical area or type of restriction which such court deems reasonable and enforceable.

5. OWNERSHIP OF WORK DEVELOPED BY EMPLOYEE.

Employee covenants and agrees with Employer that any and all ideas, discoveries, inventions, improvements, databases, computer programs, information, data, literary works, drawings, art work and other work product ("Work") conceived, created or developed in whole or in part by Employee (whether alone or in cooperation with others) during the term of Employee's employment, if created or developed in whole or in part (i) on Employer's premises, (ii) with the use of Employer's resources, (iii) with the use of any Confidential Information, or (iv) in the course of Employee's employment, shall immediately be disclosed by Employee to Employer and is and shall be the sole and exclusive property of Employer. With respect to all such Work, Employee agrees that the Work shall be deemed "work made for hire" as that term is defined in Section 101 of the U.S. Copyright Act and that Employer is the "person for whom the work was prepared" for the purposes of determining ownership of any copyright in the Work under Section 201 of said Act. In addition, all other intellectual property rights, whether or not patentable, embodied in or otherwise relating to the Work (collectively, "Other Intellectual Property Rights") are, and shall be, as between Employer and Employee, the sole property of Employer, and, so there will be no doubt, Employee hereby assigns to Employer, its successors and assigns all of Employee's right, title and interest in and to all Other Intellectual Property Rights. If, for any reason, any of such Work is determined not to be a "work made for hire" under U.S. copyright law or the law of any other jurisdiction, Employee agrees to assign, and does hereby assign, to Employer, its successors and assigns all of Employee's right, title and interest in and to any copyrights in such Work. Employee shall execute and deliver to Employer from time to time upon Employer's request such confirmatory assignments, instruments and other documents to evidence and confirm full record and beneficial ownership of Employer in all such Work, copyrights and Other Intellectual Property Rights. Employee hereby irrevocably appoints Employer as its attorney-in-fact for the purpose of signing and delivering such assignments, instruments and other documents, which appointment is coupled with an interest. For purposes of the previous provisions, "Work" does not include works which do not in any manner relate to Employer's business and are wholly created or developed by Employee off Employer's premises, on Employee's own time and without use of Employer's resources or Confidential Information.

6. CONTINUED EMPLOYMENT OF EMPLOYEE

Nothing in this Agreement shall be deemed or construed in any manner to create any employment relationship other than an employment "at will."

7. LAW APPLICABLE

This Agreement shall be governed by and construed pursuant to the laws of the State of New York, applicable to contracts wholly made, executed and performed within New York and without giving effect to the principles of conflicts of laws.

8. SUCCESSION

This Agreement shall inure to the benefit of the parties and their respective heirs, administrators, legal representatives, successors and assigns and shall be binding upon the parties and their respective heirs, administrators, legal representatives and successors.

9. NO WAIVER

A waiver of any breach or violation of any term, provision or covenant contained in this Agreement shall not be deemed a continuing waiver or a waiver of any future or past breach or violation. No oral waiver shall be effective or binding.

10. FURTHER ASSURANCES

Employee will, at the expense of Employer, execute and deliver to Employer such assignments and other documents and do anything else reasonably necessary to enable Employer to obtain, maintain, confirm, secure, perfect and enforce Employer's sole and exclusive ownership of all right, title and interest in and to the Work and all intellectual property rights embodied therein, including, without limitation, copyrights, patents, design rights, trade secrets, and trademarks anywhere in the world.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the 3 day of May, 2000.

EMPLOYEE:

EMPLOYER: ICor Brokerage Inc.



Signature

By:
Title:

MICHAEL J. TAZ
Print Name
230 E 26TH #1A
NEW YORK, NY 10010

Address



Exhibit B
Employment Agreement of Mr. Dias

NON-DISCLOSURE AGREEMENT

AGREEMENT, dated the date set forth at the foot of this Agreement, by and between ICor Brokerage Inc., a Delaware corporation ("Employer"), and CHRISTOPHER J. DIAS the undersigned natural person ("Employee").

Preliminary Statement

Employer is engaged in the business of providing on-line business to business brokerage services relating to financial instruments and products primarily between banks and investment banks.

Employee is or will be an employee of Employer.

Employee has been informed by Employer, and understands, that as a result of substantial effort and expense on the part of Employer, Employer has developed and maintained and now owns, and Employer will develop, maintain and own, valuable trade secrets and confidential business information, including, without limitation, business records and plans, financial statements, customer lists and records, technical information, products, inventions, pricing and cost structure, computer programs and listings (including source code and object code), as well as valuable business contacts and relationships to which Employee has and/or will have access in the course of Employee's employment by Employer. Such trade secrets, confidential business information, contacts and relationships are hereinafter referred to as "Confidential Information" and shall be treated as Confidential Information hereunder whether or not the document, material, format or medium in which they are embodied is stamped or marked "confidential" or bears some other indicia of confidentiality. Moreover, Employer has devoted and/or will be devoting substantial efforts and expense to train Employee to perform Employee's employment duties, which has resulted or will in the development by Employee of specialized and valuable skills, knowledge and abilities related to Employer's business. In light of the foregoing, in order to protect Employer's legitimate business interests, including its goodwill with its clients and other employees and the Confidential Information, and as a condition to Employee's employment (or continued employment, as the case may be) with Employer, Employee has agreed to make for the benefit of Employer the covenants and agreements set forth below.

NOW, THEREFORE, AND IN CONSIDERATION OF the employment of the Employee by the Employer, IT IS AGREED:

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(a) Confidential Information. Employee acknowledges that Employee has been informed by Employer that it is Employer's policy to maintain as secret and confidential all the Confidential Information. Accordingly, Employee agrees that Employee will not, directly or indirectly, at any time (including after Employee's employment by Employer terminates) divulge, disseminate or disclose any Confidential Information for any purpose (except as specifically authorized by Employer) to any person, firm, corporation or other entity (collectively, "Third Parties"), or use, or cause or authorize any Third Parties to use, any Confidential Information, except as required by law.

(b) Employer's Materials. Employee further agrees that (i) Employee will at no time remove from the premises of Employer or copy, take, transfer, send, upload or download any data, lists, records, drawings or information of any kind or description containing or otherwise relating to any Confidential Information or any document, material, or other tangible or electronic medium (including, but not limited to, paper, computer program, database, printout, blueprint, tape, film, disc, cd, and hard drive) in or on which such data, lists, records, drawings or information may be embodied, stored or viewed other than solely in the performance of Employee's duties for Employer, and (ii) upon the termination of Employee's employment with

Employer, Employee shall immediately deliver or cause to be delivered to Employer any and all such documents, materials and other mediums (and all copies thereof) in Employee's possession or under Employee's control.

(c) **Employee's Acknowledgment.** Employee acknowledges that he/she is aware that Employee may be subject to severe criminal penalties (including fines and lengthy imprisonment) under both federal and state law (including, Title 18, Sections 1831, et seq of the United States Code (The Economic Espionage Act of 1996) as well as substantial personal civil liability for (i) stealing, or without Employer's permission, taking, misappropriating or concealing, or by fraud or deception procuring, Confidential Information, or (ii) without Employer's permission, receiving, possessing, altering, destroying, copying, sending, downloading, uploading, or conveying Confidential Information. Employee further acknowledges that any person or entity to whom Confidential Information is given by Employee may also be subject to severe criminal penalties and civil liability.

2. **COVENANT-NOT-TO-COMPETE**

Employee covenants and agrees that, during Employee's employment with Employer and for a period of one (1) year after the date that Employee ceases for any reason to be employed by Employer, Employee shall not, directly or indirectly, (i) sell or provide, or be involved in the sale or provision of, any products or services of the type sold or provided by Employer to any person or entity who is or was a client of Employer at any time during Employee's employment with Employer and for or to whom Employer is performing services or selling products or for or to whom Employer has performed services or sold products at any time during the two-year period ending on Employee's termination of employment, or (ii) in any capacity (including, without limitation, as an owner, director, officer, partner, member, consultant, advisor, lender, employee or agent but excluding passive investments of less than 2% of a publicly traded company) engage in any venture, enterprise, activity or business that provides services or products substantially similar to the products and services offered by Employer.

3. **EMPLOYER'S REMEDIES FOR BREACH OF SECTIONS 1 AND 2**

(a) **Equitable Relief.** In the event of a breach or violation or threatened or imminent breach or violation of any provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall be entitled to temporary, preliminary and permanent injunctions and any other appropriate decree of specific performance or equitable relief (without being required to post bond or other security) from a court of competent jurisdiction in order to prevent, prohibit or restrain any such breach or violation or threatened or imminent breach or violation by Employee.

(b) **Damages.** In the event of a breach or violation of any of the provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall also be entitled to recovery any and all damages and lost profits that it may suffer as a result of such breach or violation, plus the reasonable costs and attorneys fees incurred by Employer in commencing and prosecuting an action or actions to remedy such breach or violation or to otherwise remedy such brief or violation.

4. **REASONABLENESS OF RESTRICTION AND REMEDIES**

(a) **Reasonableness.** Employee acknowledges that any breach or violation of Section 1 or 2 hereof will cause irreparable injury and damage to Employer and that it would be very difficult or impossible to measure all of the damages resulting from any such breach or violation. Employee further acknowledges that Employee has carefully read and considered the provisions of Sections 1, 2 and 3 hereof and, having done so, agrees that the restrictions and remedies set forth in such Sections (including the time period, geographical and types of restrictions imposed) are fair and reasonable and are reasonably required for the protection of the trade secrets, good will and other legitimate business interests of Employer.

(b) Severability. Employee understands and intends that each provision and restriction agreed to by Employee in Sections 1, 2 and 3 hereof be construed as separate and divisible from every other provision and restriction. In the event that any one of the provisions of, or restrictions in, Sections 1, 2 or 3 hereof shall be held to be invalid or unenforceable, and is not reformed by a court of competent jurisdiction (which a court, in lieu of striking a provision entirely, is urged by the parties to do), the remaining provisions and restrictions shall continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions had not been included. In the event that any such provision relating to time period, geographical or type of restriction shall be declared by a court of competent jurisdiction to exceed the maximum or permissible time period, geographical or type of restriction such court deems reasonable and enforceable, said time period, geographical or type of restriction shall be deemed to become and shall then be the maximum time period or geographical area or type of restriction which such court deems reasonable and enforceable.

5. OWNERSHIP OF WORK DEVELOPED BY EMPLOYEE.

Employee covenants and agrees with Employer that any and all ideas, discoveries, inventions, improvements, databases, computer programs, information, data, literary works, drawings, art work and other work product ("Work") conceived, created or developed in whole or in part by Employee (whether alone or in cooperation with others) during the term of Employee's employment, if created or developed in whole or in part (i) on Employer's premises, (ii) with the use of Employer's resources, (iii) with the use of any Confidential Information, or (iv) in the course of Employee's employment, shall immediately be disclosed by Employee to Employer and is and shall be the sole and exclusive property of Employer. With respect to all such Work, Employee agrees that the Work shall be deemed "work made for hire" as that term is defined in Section 101 of the U.S. Copyright Act and that Employer is the "person for whom the work was prepared" for the purposes of determining ownership of any copyright in the Work under Section 201 of said Act. In addition, all other intellectual property rights, whether or not patentable, embodied in or otherwise relating to the Work (collectively, "Other Intellectual Property Rights") are, and shall be, as between Employer and Employee, the sole property of Employer, and, so there will be no doubt, Employee hereby assigns to Employer, its successors and assigns all of Employee's right, title and interest in and to all Other Intellectual Property Rights. If, for any reason, any of such Work is determined not to be a "work made for hire" under U.S. copyright law or the law of any other jurisdiction, Employee agrees to assign, and does hereby assign, to Employer, its successors and assigns all of Employee's right, title and interest in and to any copyrights in such Work. Employee shall execute and deliver to Employer from time to time upon Employer's request such confirmatory assignments, instruments and other documents to evidence and confirm full record and beneficial ownership of Employer in all such Work, copyrights and Other Intellectual Property Rights. Employee hereby irrevocably appoints Employer as its attorney-in-fact for the purpose of signing and delivering such assignments, instruments and other documents, which appointment is coupled with an interest. For purposes of the previous provisions, "Work" does not include works which do not in any manner relate to Employer's business and are wholly created or developed by Employee off Employer's premises, on Employee's own time and without use of Employer's resources or Confidential Information.

6. CONTINUED EMPLOYMENT OF EMPLOYEE

Nothing in this Agreement shall be deemed or construed in any manner to create any employment relationship other than an employment "at will."

7. LAW APPLICABLE

This Agreement shall be governed by and construed pursuant to the laws of the State of New York, applicable to contracts wholly made, executed and performed within New York and without giving effect to the principles of conflicts of laws.

8. SUCCESSION

This Agreement shall inure to the benefit of the parties and their respective heirs, administrators, legal representatives, successors and assigns and shall be binding upon the parties and their respective heirs, administrators, legal representatives and successors.

9. NO WAIVER

A waiver of any breach or violation of any term, provision or covenant contained in this Agreement shall not be deemed a continuing waiver or a waiver of any future or past breach or violation. No oral waiver shall be effective or binding.

10. FURTHER ASSURANCES

Employee will, at the expense of Employer, execute and deliver to Employer such assignments and other documents and do anything else reasonably necessary to enable Employer to obtain, maintain, confirm, secure, perfect and enforce Employer's sole and exclusive ownership of all right, title and interest in and to the Work and all intellectual property rights embodied therein, including, without limitation, copyrights, patents, design rights, trade secrets, and trademarks anywhere in the world.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the ____ day of _____, 2000.

EMPLOYEE: CHRISTOPHER J DIAS
Print Name

EMPLOYER: ICor Brokerage Inc.

Christopher Dias
Signature

By: Jeffrey R. Larson
Name: Jeffrey R. Larson
Title: CEO

Address: _____



Exhibit C
Employment Agreement of Mr. Gagne

NON-DISCLOSURE AGREEMENT

AGREEMENT, dated the date set forth at the foot of this Agreement, by and between ICor Brokerage Inc., a Delaware corporation ("Employer"), and David Gayne the undersigned natural person ("Employee").

Preliminary Statement

Employer is engaged in the business of providing on-line business to business brokerage services relating to financial instruments and products primarily between banks and investment banks.

Employee is or will be an employee of Employer.

Employee has been informed by Employer, and understands, that as a result of substantial effort and expense on the part of Employer, Employer has developed and maintained and now owns, and Employer will develop, maintain and own, valuable trade secrets and confidential business information, including, without limitation, business records and plans, financial statements, customer lists and records, technical information, products, inventions, pricing and cost structure, computer programs and listings (including source code and object code), as well as valuable business contacts and relationships to which Employee has and/or will have access in the course of Employee's employment by Employer. Such trade secrets, confidential business information, contacts and relationships are hereinafter referred to as "Confidential Information" and shall be treated as Confidential Information hereunder whether or not the document, material, format or medium in which they are embodied is stamped or marked "confidential" or bears some other indicia of confidentiality. Moreover, Employer has devoted and/or will be devoting substantial efforts and expense to train Employee to perform Employee's employment duties, which has resulted or will in the development by Employee of specialized and valuable skills, knowledge and abilities related to Employer's business. In light of the foregoing, in order to protect Employer's legitimate business interests, including its goodwill with its clients and other employees and the Confidential Information, and as a condition to Employee's employment (or continued employment, as the case may be) with Employer, Employee has agreed to make for the benefit of Employer the covenants and agreements set forth below.

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(b) Employer's Materials. Employee further agrees that (i) Employee will at no time remove from the premises of Employer or copy, take, transfer, send, upload or download any data, lists, records, drawings or information of any kind or description containing or otherwise relating to any Confidential Information or any document, material, or other tangible or electronic medium (including, but not limited to, paper, computer program, database, printout, blueprint, tape, film, disc, cd, and hard drive) in or on which such data, lists, records, drawings or information may be embodied, stored or viewed other than solely in the performance of Employee's duties for Employer, and (ii) upon the termination of Employee's employment with Employer, Employee shall immediately deliver or cause to be delivered to Employer any and all such documents, materials and other mediums (and all copies thereof) in Employee's possession or under Employee's control.

(c) **Employee's Acknowledgment.** Employee acknowledges that he/she is aware that Employee may be subject to severe criminal penalties (including fines and lengthy imprisonment) under both federal and state law (including, Title 18, Sections 1831, et seq of the United States Code (The Economic Espionage Act of 1996) as well as substantial personal civil liability for (i) stealing, or without Employer's permission, taking, misappropriating or concealing, or by fraud or deception procuring, Confidential Information, or (ii) without Employer's permission, receiving, possessing, altering, destroying, copying, sending, downloading, uploading, or conveying Confidential Information. Employee further acknowledges that any person or entity to whom Confidential Information is given by Employee may also be subject to severe criminal penalties and civil liability.

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Employee covenants and agrees that, during Employee's employment with Employer and for a period of one (1) year after the date that Employee ceases for any reason to be employed by Employer, Employee shall not, directly or indirectly, (i) sell or provide, or be involved in the sale or provision of, any products or services of the type sold or provided by Employer to any person or entity who is or was a client of Employer at any time during Employee's employment with Employer and for or to whom Employer is performing services or selling products or for or to whom Employer has performed services or sold products at any time during the two-year period ending on Employee's termination of employment, or (ii) in any capacity (including, without limitation, as an owner, director, officer, partner, member, consultant, advisor, lender, employee or agent but excluding passive investments of less than 2% of a publicly traded company) engage in any venture, enterprise, activity or business that provides services or products substantially similar to the products and services offered by Employer.

3. **EMPLOYER'S REMEDIES FOR BREACH OF SECTIONS 1 AND 2**

(a) **Equitable Relief.** In the event of a breach or violation or threatened or imminent breach or violation of any provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall be entitled to temporary, preliminary and permanent injunctions and any other appropriate decree of specific performance or equitable relief (without being required to post bond or other security) from a court of competent jurisdiction in order to prevent, prohibit or restrain any such breach or violation or threatened or imminent breach or violation by Employee.

(b) **Damages.** In the event of a breach or violation of any of the provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall also be entitled to recovery any and all damages and lost profits that it may suffer as a result of such breach or violation, plus the reasonable costs and attorneys fees incurred by Employer in commencing and prosecuting an action or actions to remedy such breach or violation or to otherwise remedy such breach or violation.

4. **REASONABLENESS OF RESTRICTION AND REMEDIES**

(a) **Reasonableness.** Employee acknowledges that any breach or violation of Section 1 or 2 hereof will cause irreparable injury and damage to Employer and that it would be very difficult or impossible to measure all of the damages resulting from any such breach or violation. Employee further acknowledges that Employee has carefully read and considered the provisions of Sections 1, 2 and 3 hereof and, having done so, agrees that the restrictions and remedies set forth in such Sections (including the time period, geographical and types of restrictions imposed) are fair and reasonable and are reasonably required for the protection of the trade secrets, good will and other legitimate business interests of Employer.

(b) **Severability.** Employee understands and intends that each provision and restriction agreed to by Employee in Sections 1, 2 and 3 hereof be construed as separate and divisible from every other Employee NDA

provision and restriction. In the event that any one of the provisions of, or restrictions in, Sections 1, 2 or 3 hereof shall be held to be invalid or unenforceable, and is not reformed by a court of competent jurisdiction (which a court, in lieu of striking a provision entirely, is urged by the parties to do), the remaining provisions and restrictions shall continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions had not been included. In the event that any such provision relating to time period, geographical or type of restriction shall be declared by a court of competent jurisdiction to exceed the maximum or permissible time period, geographical or type of restriction such court deems reasonable and enforceable, said time period, geographical or type of restriction shall be deemed to become and shall then be the maximum time period or geographical area or type of restriction which such court deems reasonable and enforceable.

5. OWNERSHIP OF WORK DEVELOPED BY EMPLOYEE.

Employee covenants and agrees with Employer that any and all ideas, discoveries, inventions, improvements, databases, computer programs, information, data, literary works, drawings, art work and other work product ("Work") conceived, created or developed in whole or in part by Employee (whether alone or in cooperation with others) during the term of Employee's employment, if created or developed in whole or in part (i) on Employer's premises, (ii) with the use of Employer's resources, (iii) with the use of any Confidential Information, or (iv) in the course of Employee's employment, shall immediately be disclosed by Employee to Employer and is and shall be the sole and exclusive property of Employer. With respect to all such Work, Employee agrees that the Work shall be deemed "work made for hire" as that term is defined in Section 101 of the U.S. Copyright Act and that Employer is the "person for whom the work was prepared" for the purposes of determining ownership of any copyright in the Work under Section 201 of said Act. In addition, all other intellectual property rights, whether or not patentable, embodied in or otherwise relating to the Work (collectively, "Other Intellectual Property Rights") are, and shall be, as between Employer and Employee, the sole property of Employer, and, so there will be no doubt, Employee hereby assigns to Employer, its successors and assigns all of Employee's right, title and interest in and to all Other Intellectual Property Rights. If, for any reason, any of such Work is determined not to be a "work made for hire" under U.S. copyright law or the law of any other jurisdiction, Employee agrees to assign, and does hereby assign, to Employer, its successors and assigns all of Employee's right, title and interest in and to any copyrights in such Work. Employee shall execute and deliver to Employer from time to time upon Employer's request such confirmatory assignments, instruments and other documents to evidence and confirm full record and beneficial ownership of Employer in all such Work, copyrights and Other Intellectual Property Rights. Employee hereby irrevocably appoints Employer as its attorney-in-fact for the purpose of signing and delivering such assignments, instruments and other documents, which appointment is coupled with an interest. For purposes of the previous provisions, "Work" does not include works which do not in any manner relate to Employer's business and are wholly created or developed by Employee off Employer's premises, on Employee's own time and without use of Employer's resources or Confidential Information.

6. CONTINUED EMPLOYMENT OF EMPLOYEE

Nothing in this Agreement shall be deemed or construed in any manner to create any employment relationship other than an employment "at will."

7. LAW APPLICABLE

This Agreement shall be governed by and construed pursuant to the laws of the State of New York, applicable to contracts wholly made, executed and performed within New York and without giving effect to the principles of conflicts of laws.

8. SUCCESSION

This Agreement shall inure to the benefit of the parties and their respective heirs, administrators, legal representatives, successors and assigns and shall be binding upon the parties and their respective heirs, administrators, legal representatives and successors.

9. NO WAIVER

A waiver of any breach or violation of any term, provision or covenant contained in this Agreement shall not be deemed a continuing waiver or a waiver of any future or past breach or violation. No oral waiver shall be effective or binding.

10. FURTHER ASSURANCES

Employee will, at the expense of Employer, execute and deliver to Employer such assignments and other documents and do anything else reasonably necessary to enable Employer to obtain, maintain, confirm, secure, perfect and enforce Employer's sole and exclusive ownership of all right, title and interest in and to the Work and all intellectual property rights embodied therein, including, without limitation, copyrights, patents, design rights, trade secrets, and trademarks anywhere in the world.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the 12th day of April, 2000.

EMPLOYEE:

Darius G. Gagne
Signature

EMPLOYER: ICor Brokerage Inc.

By:
Title:

[Signature]

Print Name

Darius G. Gagne

Address

41 W 72 Street, Apt. 7B
New York, NY 10023

Employee NDA

WAIVER AND RELEASE

This waiver and release (collectively referred to as the "Release") will confirm the terms of the resignation of employment of Darius Gagne ("Employee") from ICor Brokerage Inc., a Delaware corporation, and any of its related entities (collectively, "Employer"). (Employer and Employee are collectively referred to herein as the "Parties".)

1. As a result of Employee's resignation, Employee's employment with Employer will terminate as of April 6, 2001 ("Termination Date").
2. In consideration of this Release and following the successful conclusion of Employee's transition period ending April 6, 2001, Employer agrees to provide Employee with payment of Employee's regular salary through Termination Date, such payment to be made in accordance with ICor's regular payroll payment schedule. Employer will deduct all amounts required to be withheld for federal, state and local income, social security, unemployment and other taxes.
3. As of the Termination Date, if currently enrolled in the Employer's health plan, Employee is entitled to receive continuation coverage under Employer's health plan at Employee's sole cost in accordance with COBRA and a lump sum payment for any accrued but unused vacation.
4. Employee is a party to a Stock Option Agreement dated April 21, 2000 ("Option Agreement"). Under the terms of such agreement, no options granted thereunder shall have become exercisable as of the Termination Date and all such unvested options lapse as a result of Employee's termination. However, in consideration of this Release and following the successful conclusion of Employee's transition period (ending April 6, 2001), Employer shall allow Employee to continue to vest 50% of the total options and/or shares granted at the time of Employee's employment under the Stock Option Agreement under the following terms. The options will vest on the first anniversary date of employment. Employee will be notified of the vesting date two weeks prior to the vesting date, and must exercise the vested options within 30 days of the vesting date. In order to exercise options, Employee will be required to affirm his non-compete employment status.

The continuation of the vesting schedule for the options may have tax implications and may convert any incentive stock options (ISO) granted to the Employee into nonqualified stock options (NQO). Generally the grant of either an ISO or a NQO is not a taxable event. No income generally is recognized when an ISO is exercised, while when a NQO is exercised, ordinary income is recognized equal to the difference between the fair market value on the date of exercise and the option price. When stock acquired through an ISO exercise is sold, the difference between its fair market value on the date of disposition and the option price is generally capital gain or loss, provided certain holding periods are met.

When stock acquired through a NQO is sold, any difference between the sale price and the fair market value of the stock on the date of exercise is generally capital gain or loss.

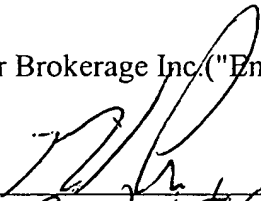
We advise you to consult your own financial advisor in order to determine the specific tax implications of this benefit. This Release should not be construed in any way as providing financial, tax or legal advice on this or any other matter.

5. In return for the consideration set forth in this Release, Employee hereby releases Employer, its related entities, affiliates, subsidiaries, parent companies, and benefit plans and their officers, directors, shareholders, trustees, fiduciaries, administrators, employees and agents, and their successors, assigns and heirs (collectively, the "Releasees"), from all claims or actions arising from or in any way related to Employee's employment with Employer or termination of such employment, from the beginning of time to the date of the execution of this Release including but not limited to: any claims arising under the Family Medical Leave Act, the Civil Rights Acts of 1964 and 1991 including Title VII, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the American Disabilities Act, the New York State Labor Law and Human Rights Act, the New York City Human Rights Act, or any other federal, state or local statutes concerning employment, labor, and/or human rights or discrimination laws and/or all common claims including but not limited to actions in tort, defamation, and breach of contract.
6. Employee acknowledges that on April 12, 2000 he executed a Non-disclosure Agreement, a copy of which is attached hereto and incorporated herein. Employee ratifies the Non-disclosure Agreement, and agrees to remain bound by it following his execution of this Release.
7. Employee represents and warrants that he has returned to the Employer all the Employer's property and equipment and that he has retrieved any personal property which he had at the Employer's premises. All items remaining at Employer's premises, after the execution of this Release, are deemed to be Employer's property.
8. By signing this Release, Employee acknowledges that he has been advised that he has the right to consult with an attorney before signing this Release, and to the extent that he wanted to he has done so. Employee has been advised that he has fourteen (14) days to review and consider this Release and Employee signs this Release knowingly and voluntarily.
9. The foregoing amounts are in lieu of any other compensation, bonuses or benefits, if any, to which Employee may be entitled from Releasees.

10. Employee agrees to keep the existence and terms of this Release strictly confidential except that this Release may be enforced in court and used as evidence in a subsequent proceeding in which a party hereto alleges its breach.
11. Employee agrees he has carefully read this Release in its entirety and fully understands the significance of all the terms and provisions. Employee acknowledges by signing this Release that no representations have been made to him except as set forth herein and he signs this Release knowingly and voluntarily and of his own free will and assents to all the terms and conditions contained herein.
12. Employee shall not, directly or indirectly, in public or in private, criticize, deprecate, demean or otherwise make any remarks or statements that might tend to, or be construed to discredit, defame or otherwise reflect negatively on any of the Releasees or its or their reputation.
13. In the event either party breaches this Release, the other party may institute an action to enforce the terms of this Release and seek damages resulting from the breach, including return of the payments hereunder. The prevailing party in such action is entitled to recover reasonable costs and attorneys' fees incurred.
14. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles. In the event that any provision of this Release shall be determined to be unenforceable as written, such provision or portion thereof shall be severed (or reduced) and the remainder shall be enforced to the maximum extent permitted by law.
15. Employee represents that he will not commence, maintain, prosecute or participate in any action or proceeding of any kind (judicial, arbitration, administrative or other) against the Releasees arising out of any act, omission or occurrence occurring up to and including the date of this Release, and Employee further warrants that to date he has not commenced any such proceedings against Releasees.
16. This Release shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives and assigns.
17. This Release may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by the parties hereto.

18. No delay or omission by the Employer in exercising any right under this letter agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Employer on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

ICor Brokerage Inc. ("Employer")

By: 
Title: Representative

ACCEPTED AND AGREED TO
this 6 day of April, 2001:

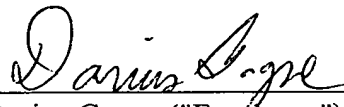

Darius Gagne ("Employee")

Exhibit D
Employment Agreement of Mr. Handa

NON-DISCLOSURE AGREEMENT

AGREEMENT, dated the date set forth at the foot of this Agreement, by and between ICor Brokerage Inc. , a Delaware corporation ("Employer"), and Mitch Hawda the undersigned natural person ("Employee").

Preliminary Statement

Employer is engaged in the business of providing on-line business to business brokerage services relating to financial instruments and products primarily between banks and investment banks.

Employee is or will be an employee of Employer.

Employee has been informed by Employer, and understands, that as a result of substantial effort and expense on the part of Employer, Employer has developed and maintained and now owns, and Employer will develop, maintain and own, valuable trade secrets and confidential business information, including, without limitation, business records and plans, financial statements, customer lists and records, technical information, products, inventions, pricing and cost structure, computer programs and listings (including source code and object code), as well as valuable business contacts and relationships to which Employee has and/or will have access in the course of Employee's employment by Employer. Such trade secrets, confidential business information, contacts and relationships are hereinafter referred to as "Confidential Information" and shall be treated as Confidential Information hereunder whether or not the document, material, format or medium in which they are embodied is stamped or marked "confidential" or bears some other indicia of confidentiality. Moreover, Employer has devoted and/or will be devoting substantial efforts and expense to train Employee to perform Employee's employment duties, which has resulted or will in the development by Employee of specialized and valuable skills, knowledge and abilities related to Employer's business. In light of the foregoing, in order to protect Employer's legitimate business interests, including its goodwill with its clients and other employees and the Confidential Information, and as a condition to Employee's employment (or continued employment, as the case may be) with Employer, Employee has agreed to make for the benefit of Employer the covenants and agreements set forth below.

NOW, THEREFORE, AND IN CONSIDERATION OF the employment of the Employee by the Employer, **IT IS AGREED:**

1. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

(a) Confidential Information. Employee acknowledges that Employee has been informed by Employer that it is Employer's policy to maintain as secret and confidential all the Confidential Information. Accordingly, Employee agrees that Employee will not, directly or indirectly, at any time (including after Employee's employment by Employer terminates) divulge, disseminate or disclose any Confidential Information for any purpose (except as specifically authorized by Employer) to any person, firm, corporation or other entity (collectively, "Third Parties"), or use, or cause or authorize any Third Parties to use, any Confidential Information, except as required by law.

(b) Employer's Materials. Employee further agrees that (i) Employee will at no time remove from the premises of Employer or copy, take, transfer, send, upload or download any data, lists, records, drawings or information of any kind or description containing or otherwise relating to any Confidential Information or any document, material, or other tangible or electronic medium (including, but not limited to, paper, computer program, database, printout, blueprint, tape, film, disc, cd, and hard drive) in or on which such data, lists, records, drawings or information may be embodied, stored or viewed other than solely in the performance of Employee's duties for Employer, and (ii) upon the termination of Employee's employment with Employer, Employee shall immediately deliver or cause to be delivered to Employer any and all such documents, materials and other mediums (and all copies thereof) in Employee's possession or under Employer's control.

(c) **Employee's Acknowledgment.** Employee acknowledges that he/she is aware that Employee may be subject to severe criminal penalties (including fines and lengthy imprisonment) under both federal and state law (including, Title 18, Sections 1831, et seq of the United States Code (The Economic Espionage Act of 1996) as well as substantial personal civil liability for (i) stealing, or without Employer's permission, taking, misappropriating or concealing, or by fraud or deception procuring, Confidential Information, or (ii) without Employer's permission, receiving, possessing, altering, destroying, copying, sending, downloading, uploading, or conveying Confidential Information. Employee further acknowledges that any person or entity to whom Confidential Information is given by Employee may also be subject to severe criminal penalties and civil liability.

2. **COVENANT-NOT-TO-COMPETE**

Employee covenants and agrees that, during Employee's employment with Employer and for a period of one (1) year after the date that Employee ceases for any reason to be employed by Employer, Employee shall not, directly or indirectly, (i) sell or provide, or be involved in the sale or provision of, any products or services of the type sold or provided by Employer to any person or entity who is or was a client of Employer at any time during Employee's employment with Employer and for or to whom Employer is performing services or selling products or for or to whom Employer has performed services or sold products at any time during the two-year period ending on Employee's termination of employment, or (ii) in any capacity (including, without limitation, as an owner, director, officer, partner, member, consultant, advisor, lender, employee or agent but excluding passive investments of less than 2% of a publicly traded company) engage in any venture, enterprise, activity or business that provides services or products substantially similar to the products and services offered by Employer.

3. **EMPLOYER'S REMEDIES FOR BREACH OF SECTIONS 1 AND 2**

(a) **Equitable Relief.** In the event of a breach or violation or threatened or imminent breach or violation of any provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall be entitled to temporary, preliminary and permanent injunctions and any other appropriate decree of specific performance or equitable relief (without being required to post bond or other security) from a court of competent jurisdiction in order to prevent, prohibit or restrain any such breach or violation or threatened or imminent breach or violation by Employee.

(b) **Damages.** In the event of a breach or violation of any of the provisions of Section 1 or 2 hereof, Employer, in addition to any other rights or remedies that Employer may have hereunder or in law or equity, shall also be entitled to recovery any and all damages and lost profits that it may suffer as a result of such breach or violation, plus the reasonable costs and attorneys fees incurred by Employer in commencing and prosecuting an action or actions to remedy such breach or violation or to otherwise remedy such breach or violation.

4. **REASONABLENESS OF RESTRICTION AND REMEDIES**

(a) **Reasonableness.** Employee acknowledges that any breach or violation of Section 1 or 2 hereof will cause irreparable injury and damage to Employer and that it would be very difficult or impossible to measure all of the damages resulting from any such breach or violation. Employee further acknowledges that Employee has carefully read and considered the provisions of Sections 1, 2 and 3 hereof and, having done so, agrees that the restrictions and remedies set forth in such Sections (including the time period, geographical and types of restrictions imposed) are fair and reasonable and are reasonably required for the protection of the trade secrets, good will and other legitimate business interests of Employer.

(b) **Severability.** Employee understands and intends that each provision and restriction agreed to by Employee in Sections 1, 2 and 3 hereof be construed as separate and divisible from every other Employee NDA

provision and restriction. In the event that any one of the provisions of, or restrictions in, Sections 1, 2 or 3 hereof shall be held to be invalid or unenforceable, and is not reformed by a court of competent jurisdiction (which a court, in lieu of striking a provision entirely, is urged by the parties to do), the remaining provisions and restrictions shall continue to be valid and enforceable as though the invalid or unenforceable provisions or restrictions had not been included. In the event that any such provision relating to time period, geographical or type of restriction shall be declared by a court of competent jurisdiction to exceed the maximum or permissible time period, geographical or type of restriction such court deems reasonable and enforceable, said time period, geographical or type of restriction shall be deemed to become and shall then be the maximum time period or geographical area or type of restriction which such court deems reasonable and enforceable.

5. OWNERSHIP OF WORK DEVELOPED BY EMPLOYEE.

Employee covenants and agrees with Employer that any and all ideas, discoveries, inventions, improvements, databases, computer programs, information, data, literary works, drawings, art work and other work product ("Work") conceived, created or developed in whole or in part by Employee (whether alone or in cooperation with others) during the term of Employee's employment, if created or developed in whole or in part (i) on Employer's premises, (ii) with the use of Employer's resources, (iii) with the use of any Confidential Information, or (iv) in the course of Employee's employment, shall immediately be disclosed by Employee to Employer and is and shall be the sole and exclusive property of Employer. With respect to all such Work, Employee agrees that the Work shall be deemed "work made for hire" as that term is defined in Section 101 of the U.S. Copyright Act and that Employer is the "person for whom the work was prepared" for the purposes of determining ownership of any copyright in the Work under Section 201 of said Act. In addition, all other intellectual property rights, whether or not patentable, embodied in or otherwise relating to the Work (collectively, "Other Intellectual Property Rights") are, and shall be, as between Employer and Employee, the sole property of Employer, and, so there will be no doubt, Employee hereby assigns to Employer, its successors and assigns all of Employee's right, title and interest in and to all Other Intellectual Property Rights. If, for any reason, any of such Work is determined not to be a "work made for hire" under U.S. copyright law or the law of any other jurisdiction, Employee agrees to assign, and does hereby assign, to Employer, its successors and assigns all of Employee's right, title and interest in and to any copyrights in such Work. Employee shall execute and deliver to Employer from time to time upon Employer's request such confirmatory assignments, instruments and other documents to evidence and confirm full record and beneficial ownership of Employer in all such Work, copyrights and Other Intellectual Property Rights. Employee hereby irrevocably appoints Employer as its attorney-in-fact for the purpose of signing and delivering such assignments, instruments and other documents, which appointment is coupled with an interest. For purposes of the previous provisions, "Work" does not include works which do not in any manner relate to Employer's business and are wholly created or developed by Employee off Employer's premises, on Employee's own time and without use of Employer's resources or Confidential Information.

6. CONTINUED EMPLOYMENT OF EMPLOYEE

Nothing in this Agreement shall be deemed or construed in any manner to create any employment relationship other than an employment "at will."

7. LAW APPLICABLE

This Agreement shall be governed by and construed pursuant to the laws of the State of New York, applicable to contracts wholly made, executed and performed within New York and without giving effect to the principles of conflicts of laws.

8. SUCCESSION

This Agreement shall inure to the benefit of the parties and their respective heirs, administrators, legal representatives, successors and assigns and shall be binding upon the parties and their respective heirs, administrators, legal representatives and successors.

9. NO WAIVER

A waiver of any breach or violation of any term, provision or covenant contained in this Agreement shall not be deemed a continuing waiver or a waiver of any future or past breach or violation. No oral waiver shall be effective or binding.

10. FURTHER ASSURANCES

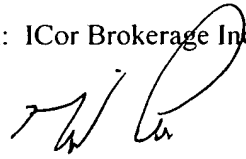
Employee will, at the expense of Employer, execute and deliver to Employer such assignments and other documents and do anything else reasonably necessary to enable Employer to obtain, maintain, confirm, secure, perfect and enforce Employer's sole and exclusive ownership of all right, title and interest in and to the Work and all intellectual property rights embodied therein, including, without limitation, copyrights, patents, design rights, trade secrets, and trademarks anywhere in the world.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the 10th day of March, 2000.

EMPLOYEE:


Signature

EMPLOYER: ICor Brokerage Inc.

By: 
Title:

Print Name

MITCH HANDA

Address

1130 N. DEARBORN #2704
CHICAGO, IL 60610

Employee NDA